

STATE OF INDIANA
LAKE COUNTY
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2004 081381

2004 SEP 22 AM 9:06

MORRIS W. CARTER
RECORDER

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WHEN RECORDED MAIL TO:

Bank One, N.A. Retail Loan Servicing
KY2-1606
P.O. Box 11606
Lexington, KY 40576-1606



2543852+5

00410530450978

DORSEY, JANICE
MODIFICATION AGREEMENT

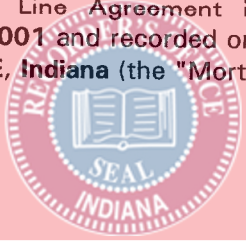
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NOT OFFICIAL.
MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated July 31, 2004, is made and executed between JANICE E DORSEY, whose address is 5101 JEFFERSON ST, GARY, IN 46408 (referred to below as "Borrower"), JANICE E DORSEY FKA JANICE E. WOODS, whose address is 5101 JEFFERSON ST, GARY, IN 46408; A SINGLE PERSON (referred to below as "Grantor"), and BANK ONE, NA (OHIO) (referred to below as "Lender").

RECITALS

Lender has extended credit to Borrower pursuant to a Bank One Home Equity Line of Credit Agreement and Disclosure Statement dated June 11, 2001, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated June 11, 2001 and recorded on June 27, 2001 in DOC 01-50161 in the office of the County Clerk of LAKE, Indiana (the "Mortgage").



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630550161

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in LAKE County, State of Indiana:

TX ID: 25-41-0174-0016

CITY OF GARY, COUNTY OF LAKE, STATE OF INDIANA: THE NORTH 50 FEET OF LOT 2, BLOCK 3, BROADWAY HOMES ACRES, CITY OF GARY, AS SHOWN IN PLAT BOOK 16, PAGE 17, LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 5101 JEFFERSON ST, GARY, IN 46408. The Real Property tax identification number is 25-41-0174-0016.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Borrower, Grantor/Trustor and Lender hereby agree as follows:

The Equity Line Agreement is hereby amended to change the amount of credit available to Borrower ("Credit Limit") to **\$60,800.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$60,800.00** at any one time.

As of **July 31, 2004** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-0.26%**.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

MODIFICATION FEE. Borrower agrees to pay Lender a Modification Fee of \$75. This fee will be billed to the Borrower's account, will be reflected on Borrower's next periodic statement after the date of this Modification Agreement and will be due as part of the next monthly payment. If Borrower has signed up for ACH automatic payment deduction, this fee will be included in the next scheduled ACH transaction after the date of this Modification Agreement.

BORROWER AND GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AGREEMENT AND BORROWER AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION AGREEMENT IS DATED JULY 31, 2004.

BORROWER:

Janice E. Dorsey

JANICE E DORSEY, Individually

GRANTOR:

Janice E. Dorsey Janice E. Woods

JANICE E DORSEY FKA JANICE E.
WOODS, Individually

LENDER:

Michelle Taylor

x Authorized Signer

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NOT OFFICIAL!

STATE OF Ind This Document is the property of
the Lake County Recorder!
COUNTY OF Lake) SS



On this day before me, the undersigned Notary Public, personally appeared **JANICE E DORSEY**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 31 day of July, 2004.

By Amanda Podnar Residing at Michelle

Notary Public in and for the State of Ind My commission expires 1-28-07

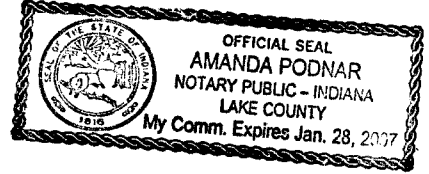


INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana

COUNTY OF Lake

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On this day before me, the undersigned Notary Public, personally appeared **JANICE E DORSEY FKA JANICE E. WOODS**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 31 day of July, 2009.

By Amanda Podnar

Residing at Sherrittville

Notary Public in and for the State of IN

My commission expires 1-28-07

Document is NOT OFFICIAL!
LENDER ACKNOWLEDGMENT
This Document is the property of the Lake County Recorder!

STATE OF Indiana

COUNTY OF Lake

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On this 31 day of July, 2009, before me, the undersigned Notary Public, personally appeared MICHELLE L. TAYLOR and known to me to be the authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument.

By Sandi Gleason

Residing at Lake Co.

Notary Public in and for the State of IN

My commission expires 12-13-10



This Modification Agreement was drafted by: **CHRISTINA HRDI, PROCESSOR**

